

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
&
GATEWAY CITIES COUNCIL OF GOVERNMENTS

FOR COORDINATION AND TECHNICAL ANALYSIS FOR
THE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDOR
THROUGH LOS ANGELES COUNTY

This Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA) and the Gateway Cities Council of Governments (GCCOG) (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding the preparation of technical studies and coordination for the High-Speed Passenger Rail Corridor between the City of Los Angeles and the City of Anaheim (the "PROJECT") with regard to the following matters:

RECITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and on November 2, 2005 certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes a corridor between Los Angeles County and Orange County defined as the LOSSAN Corridor – HST (Los Angeles to Anaheim) (referred to herein as the "Corridor"); and

WHEREAS, the certified Program Environmental Impact Report carried forward a single HST train technology which is electrified steel-wheel-on-steel-rail dedicated service, with a maximum speed of 220 mph or 350 kph; and

WHEREAS, the authority and responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.a.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4)); and

WHEREAS, the Southern California Association of Governments (SCAG) adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG's region's travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, GCCOG is involved and represents Cities in the Corridor in the planning and coordination of development and operation of transportation and transit services in the Gateway Cities region of Los Angeles County; and

WHEREAS, Los Angeles County Metropolitan Transportation Authority (LACMTA) although it is not a signatory party to this MOU, it too has an MOU with CHSRA. This MOU between CHSRA and GCCOG acknowledges by reference the critical role the LACMTA has accepted for the facilitation and implementation of this MOU.

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of all proposed improvements and enhancements to the HST Corridor in a manner which best enhances state and regional transportation networks, and which reduces or eliminates unnecessary impacts on surrounding jurisdictions and communities.

WHEREAS, the Orange County Transportation Authority (OCTA), although it is not a signatory party to this MOU, it too has a cooperative agreement with the CHSRA. This MOU between the CHSRA and GCCOG acknowledges by reference the critical role that that OCTA has accepted for the development of the Corridor between the Anaheim Regional Transportation Intermodal Center and the Los Angeles County Line on the LOSSAN Corridor.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The PARTIES intend to work together in the development of an Alternatives Analysis and selection of a Locally Preferred Alternative (LPA) for Corridor development by no later than September 1, 2010 that will utilize, as appropriate, all the initial phases of work in the preparation and completion of required planning and technical studies and environmental analysis for the establishment of HST service in the Corridor. Such analysis may include an Economic Impact Study as part of the Environmental Analysis.

2. The PARTIES agree to form a project technical working group composed of City Engineers and Community Development Directors (and others as deemed appropriate by the City Managers and MTA Management) including staff members from LACMTA, OCTA, CHSRA, and GCCOG for the purpose of providing technical, land-use, and policy input, including, but not limited to, impact mitigation recommendations, reviewing deliverables and providing comments that facilitate completion of the necessary technical work related to determining the feasibility and environmental evaluation of the PROJECT.

3. The PARTIES agree to form an Administrative Committee composed of City Managers and including staff members from LACMTA, OCTA and GCCOG for the purpose of assisting the Authority with regard to policy and to provide policy direction and oversight of the technical working group.

4. The PARTIES agree that any CHSRA right of way design or utilization plan in or for land over which any member of the GCCOG has jurisdiction will be developed in a process that solicits and permits participation, consultation and advice of the City Managers, or designees, having jurisdiction over that land prior to adoption by CHSRA of a relocation plan or land and ROW utilization plan. CHSRA shall make reasonable efforts to minimize the impact to or relocation of businesses, residents and institutions within the LOSSAN corridor jurisdictions. Where disruption does occur, CHSRA will work with local City agencies to identify opportunities to relocate displaced businesses, residents and/or institutions in the City affected by the relocation plan and CHSRA shall solely bear the cost of the preparation of any studies, conceptual designs or engineering and design related to execution of the relocation plan in accordance with legal requirements applicable to CHSRA and the high speed rail project.

5. Unless otherwise agreed in writing in this MOU, and as an amendment to this MOU, and authorized by competent authority,

- a) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Corridor HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA's certified Final Program EIR/EIS for the Proposed HST System). CHSRA will make acceptable staff available to the GCCOG and will provide all previous work and analyses that have been prepared and provide staff to provide presentations and assistance to fulfill the terms of this MOU.
- b) GCCOG will assist the development of the HST Corridor by providing to and advising the CHSRA of GCCOG member Cities adopted and proposed plans, redevelopment plans, relocation opportunities, various environmental impacts, options for designs and other land use-related policy or decisions that affect or may be affected by development of the HST in the Corridor to evaluate and communicate to the Authority if development of the PROJECT within the LOSSAN corridor can be designed and developed acceptable to the local communities as communicated through the Administrative Committee.
- (c) CHSRA will reimburse the GCCOG for PROJECT related tasks up to and not to exceed a total of \$700,000. The scope of work shall be established and agreed upon by the Executive Directors of the CHSRA and GCCOG prior to the incurring of reimbursable costs. GCCOG will submit invoices, records, and documentation in a form and frequency determined by CHSRA. CHSRA will reimburse GCCOG within 30-days receipt of the invoices.

6. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor including community, agency or political constraints, and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

7. All PARTIES will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTIES for Corridor improvement.

8. Each PARTY agrees to encourage public awareness of and involvement in the PROJECT and decision processes concerning the Corridor in which the PARTIES are engaged. CHSRA agrees to assist GCCOG in developing future public outreach programs for each community and, to the extent practical, coordinate with, and seek the input and consent of each City for all CHSRA outreach efforts within that Community.

9. Each PARTY agrees that the primary purpose, intent and spirit of this MOU is to expand cooperation and coordination among the PARTIES. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals, but not less than once each calendar month.

10. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority and to the maximum extent possible.

11. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other PARTY to this MOU. It is not intended by this MOU that any PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which any other PARTY may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or

regulatory authorities and responsibilities of any of the signatories, including the Member Cities of the GCCOG.

12. The CHSRA, GCCOG, its Member Cities and all other cities along the Corridor retain all decision-making authority and rights otherwise granted with regard to the Project, unconstrained by this MOU.

13. It is noted that there may be differences in the nature of what CHSRA is studying and that which other PARTIES will be considering. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making or that of any PARTY.

14. Each PARTY agrees to work diligently together and in good faith, cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECT and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

15. Each party agrees to indemnify, defend and save harmless each other party, its officers, agents and employees from any and all claims and losses accruing or resulting from any act or failure to act on the part of the indemnifying party or its officers, agents or employees in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party in the performance of this agreement.

16. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

17. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. The PARTIES each shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated hereunder.

18. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

19. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY'S control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.

20. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

California High-Speed Rail Authority

925 L Street, Suite 1425

Sacramento, CA 95814

Attention: Dan Leavitt, Deputy Director

(916) 324-1541, dleavitt@hsr.ca.gov

Gateway Cities Council of Governments

16401 Paramount Boulevard

Paramount, CA 90723

Attention: Richard Powers, Executive Director, Gateway Cities Council of Governments

(562) 663-6850, rpowers@gatewaycog.org

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, CA 90012-2952

Attention: Alex Clifford, Executive Officer – High Speed Rail

(213) 922-7491, clifforda@metro.net

Orange County Transportation Authority

600 S. Main Street

Orange, CA 92868

Attention: Darrell Johnson, Executive Director – Rail Programs

(714) 560-5343, DJohnson@octa.net

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

21. The obligation of the CHSRA to make any payment hereunder is valid and enforceable against CHSRA only if sufficient funds are made available by appropriation in the appropriate fiscal year for the purposes of this MOU. In addition, this MOU is subject to any restrictions, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this MOU in any manner.

22. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by all the PARTIES. This MOU shall continue in full force and effect through December 31, 2011, unless terminated earlier by mutual written consent of all the PARTIES. Any PARTY

may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to each other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed as to the date opposite their signatures.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY:

MEDHI MORSHED
Executive Director

Date

GATEWAY CITIES COUNCIL OF
GOVERNMENTS:

Richard Powers
Executive Director

Date